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Attorneys for Third Party Defendant,  
 CAPITOL EXPRESSWAY FORD, INC.,  
 a Delaware corporation

UNITED STATES DISTRICT COURT CALIFORNIA

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

FORD MOTOR CREDIT COMPANY, LLC, a )  
 Delaware Limited Liability Company, )  
 Plaintiff, )

vs. )

LEWIS FAMILY ENTERPRISES, INC., dba )  
 BOB LEWIS LINCOLN MERCURY, a )  
 California corporation, and STEVEN ROBERT )  
 LEWIS, an individual, )

Defendants. )

CASE NO. C 07-03301 RS

**ANSWER OF CAPITOL EXPRESSWAY  
 FORD, INC. TO COUNTERCLAIM**

LEWIS FAMILY ENTERPRISES, INC., dba )  
 BOB LEWIS LINCOLN MERCURY, a )  
 California corporation, and STEVEN ROBERT )  
 LEWIS, an individual, )

Counterclaimants, )

vs. )

FORD MOTOR CREDIT COMPANY, LLC, a )  
 Delaware Limited Liability Company; FORD )  
 MOTOR COMPANY, a Delaware corporation; )  
 CAPITOL EXPRESSWAY FORD, INC., a )  
 Delaware corporation; and DOES 1 through 10, )  
 inclusive, )

Counterdefendants. )

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COMES NOW Third-Party Defendant CAPITOL EXPRESSWAY FORD, INC., a Delaware corporation (“Capitol Expressway Ford” or “CEF”), incorrectly identified as a “Counterdefendant” herein, and for its Answer to the “Counterclaim,” alleges as follows:

#### **JURISDICTION AND VENUE**

1. In answer to Paragraph 1 of the Counterclaim, CEF admits on information and belief the allegations of this paragraph.

2. In answer to Paragraph 2 of the Counterclaim, CEF admits on information and belief the allegations of this paragraph.

#### **PARTIES**

3. In answer to Paragraph 3 of the Counterclaim, CEF admits on information and belief the allegations of this paragraph.

4. In answer to Paragraph 4 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

5. In answer to Paragraph 5 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

6. In answer to Paragraph 6 of the Counterclaim, CEF admits the allegations of the first sentence of this Paragraph and admits that it is an authorized Ford dealer. CEF denies the remaining allegations of this Paragraph.

7. In answer to Paragraph 7 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

8. In answer to Paragraph 8 of the Counterclaim, CEF admits on information and belief the allegations of this Paragraph.

9. In answer to Paragraph 9 of the Counterclaim, CEF responds that “DOE” pleading is not proper under the Federal Rules of Civil Procedure, and on that basis denies the allegations of this Paragraph.

#### **GENERAL ALLEGATIONS**

10. In answer to Paragraph 10 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

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1           11. In answer to Paragraph 11 of the Counterclaim, CEF lacks sufficient information  
2 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

3           12. In answer to Paragraph 12 of the Counterclaim, CEF lacks sufficient information  
4 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

5           **A. FORD'S DEALERSHIP CONSOLIDATION/REDUCTION PROGRAM**

6           13. In answer to Paragraph 13 of the Counterclaim, CEF lacks sufficient information  
7 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

8           14. In answer to Paragraph 14 of the Counterclaim, CEF lacks sufficient information  
9 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

10          15. In answer to Paragraph 15 of the Counterclaim, CEF lacks sufficient information  
11 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

12          16. In answer to Paragraph 16 of the Counterclaim, CEF lacks sufficient information  
13 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

14           **B. THE RELOCATION OF THE BOB LEWIS DEALERSHIP**

15          17. In answer to Paragraph 17 of the Counterclaim, CEF admits on information and  
16 belief the allegations of the first sentence of this Paragraph. CEF lacks sufficient information or  
17 belief to either admit or deny the allegations of the second sentence of this Paragraph and on that  
18 basis denies them.

19          18. In answer to Paragraph 18 of the Counterclaim, CEF lacks sufficient information  
20 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

21          19. In answer to Paragraph 19 of the Counterclaim, CEF lacks sufficient information  
22 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

23          20. In answer to Paragraph 20 of the Counterclaim, CEF lacks sufficient information  
24 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

25           **C. THE CORPORATION'S SALES OUT OF TRUST CONDITION**

26          21. In answer to Paragraph 21 of the Counterclaim, CEF lacks sufficient information  
27 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

28          22. In answer to Paragraph 22 of the Counterclaim, CEF lacks sufficient information

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1 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

2 23. In answer to Paragraph 23 of the Counterclaim, CEF lacks sufficient information  
3 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

4 24. In answer to Paragraph 24 of the Counterclaim, CEF lacks sufficient information  
5 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

6 25. In answer to Paragraph 25 of the Counterclaim, CEF lacks sufficient information  
7 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

8 **D. THE SALE OF THE BOB LEWIS DEALERSHIP**

9 26. In answer to Paragraph 26 of the Counterclaim, CEF lacks sufficient information  
10 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

11 27. In answer to Paragraph 27 of the Counterclaim, CEF lacks sufficient information  
12 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

13 28. In answer to Paragraph 28 of the Counterclaim, CEF lacks sufficient information  
14 or belief to either admit or deny the allegations of the first sentence of this Paragraph and on the  
15 basis denies them. In answer to the allegations of the second sentence of this Paragraph, CEF  
16 admits that in June, 2007, it had discussions regarding a potential purchase of the Bob Lewis  
17 Dealership, but denies the remaining allegations of this Paragraph.

18 29. In answer to Paragraph 29 of the Counterclaim, CEF lacks sufficient information  
19 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

20 30. In answer to Paragraph 30 of the Counterclaim, CEF denies that as of June 20,  
21 2007, CEF had made any offer or proposed terms for the purchase of the Bob Lewis Dealership.  
22 CEF lacks sufficient information or belief to either admit or deny the remaining allegations of  
23 this Paragraph and on that basis denies them.

24 31. In answer to Paragraph 31 of the Counterclaim, CEF lacks sufficient information  
25 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

26 32. In answer to Paragraph 32 of the Counterclaim, CEF lacks sufficient information  
27 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

28 33. In answer to Paragraph 33 of the Counterclaim, CEF denies the allegations of this

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Paragraph.

34. In answer to Paragraph 34 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph.

35. In answer to Paragraph 35 of the Counterclaim, CEF admits on information and belief the allegations of this Paragraph.

36. In answer to Paragraph 36 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations in this Paragraph and on that basis denies them.

37. In answer to Paragraph 37 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph, except denies that there was “pend[ing]” a “buy-sell” between Lewis Family Enterprises, Inc., or any Bob Lewis entity, and CEF.

38. In answer to Paragraph 38 of the Counterclaim, CEF admits that on or about June 28, 2007 it circulated a draft of a proposed asset purchase agreement to Bob Lewis, and that it participated in negotiations with Bob Lewis regarding a *potential* purchase of the subject dealership. However, there never was an enforceable or binding purchase agreement between CEF and Bob Lewis, either before June 28, 2007, between June 28 and August 13, 2007, or thereafter, and CEF denies the remaining allegations of this Paragraph.

39. In answer to Paragraph 39 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph.

40. In answer to Paragraph 40 of the Counterclaim, CEF admits that on or about July 10, 2007 Bob Lewis directed certain of its service business to Capitol Ford. CEF denies the remaining allegations of this Paragraph and in particular but without limitation, that there was “an impending execution of the asset purchase agreement,” any extant “buy-sell,” and that CEF made any representations with respect to same.

41. In answer to Paragraph 41 of the Counterclaim, CEF denies that any “buy-sell” or “asset purchase agreement” existed as between Bob Lewis and CEF as of July 18, 2007 or thereafter. CEF lacks sufficient information or belief to either admit or deny the remaining allegations in this Paragraph and on that basis denies them.

42. In answer to Paragraph 42 of the Counterclaim, CEF lacks sufficient information

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or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

43. In answer to Paragraph 43 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of the first two sentences of this Paragraph and on that basis denies them. In answer to the third sentence of this Paragraph, CEF denies that there existed an “imminency of the execution of the asset purchase agreement.”

44. In answer to Paragraph 44 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph.

45. In answer to Paragraph 45 of the Counterclaim, CEF admits on information and belief the allegations of this Paragraph.

46. In answer to Paragraph 46 of the Counterclaim, CEF denies the allegations of this Paragraph, except admits that it informed Bob Lewis that it would not be purchasing the Bob Lewis Dealership.

#### **E. VOLUNTARY RESIGNATION OF THE BOB LEWIS DEALERSHIP**

47. In answer to Paragraph 47 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

48. In answer to Paragraph 48 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

49. In answer to Paragraph 49 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

50. In answer to Paragraph 50 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

51. In answer to Paragraph 51 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

52. In answer to Paragraph 52 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

53. In answer to Paragraph 53 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

53a. To the extent the allegations of the foregoing paragraphs are not expressly

1 admitted or otherwise answered, they are denied.

2 WHEREFORE, Capitol Expressway Ford prays that Counterclaimants take nothing by  
3 reason of their Counterclaim, and that judgment be entered in Capitol Expressway Ford's favor,  
4 as set forth below.

5 **FIRST CAUSE OF ACTION**

6 **(BREACH OF CONTRACT AS TO CAPITOL FORD AND FORD CREDIT)**

7 54. In answer to Paragraph 54 of the Counterclaim, CEF restates and incorporates by  
8 reference its answers to Paragraphs 1 through 53, inclusive, as if fully set forth herein.

9 55. In answer to Paragraph 55 of the Counterclaim, CEF denies the allegations of this  
10 Paragraph.

11 56. In answer to Paragraph 56 of the Counterclaim, CEF denies the allegations of this  
12 Paragraph.

13 57. In answer to Paragraph 57 of the Counterclaim, CEF denies the allegations of this  
14 Paragraph.

15 58. In answer to Paragraph 58 of the Counterclaim, CEF denies the allegations of this  
16 Paragraph.

17 59. In answer to Paragraph 59 of the Counterclaim, CEF denies the allegations of this  
18 Paragraph.

19 60. In answer to Paragraph 60 of the Counterclaim, CEF lacks sufficient information  
20 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

21 61. In answer to Paragraph 61 of the Counterclaim, CEF lacks sufficient information  
22 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

23 62. In answer to Paragraph 62 of the Counterclaim, CEF lacks sufficient information  
24 or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

25 WHEREFORE, CEF prays that Counterclaimants take nothing by reason of the First  
26 Cause of Action of the Counterclaim, and that judgment be entered in its favor as set forth  
27 below.

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**SECOND CAUSE OF ACTION**  
**(BREACH OF IMPLIED COVENANT OF GOOD FAITH**  
**AND FAIR DEALING AS TO COUNTERDEFENDANTS**  
**CAPITOL FORD, FORD, AND FORD CREDIT)**

63. CEF restates and incorporates by reference its answers to the allegations of Paragraphs 1 through 62, inclusive, as if fully set forth herein.

64. In answer to Paragraph 64 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph.

65. In answer to Paragraph 65 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph and on that basis denies them.

66. In answer to Paragraph 66 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph.

67. In answer to Paragraph 67 of the Counterclaim, CEF denies the allegations of this Paragraph.

68. In answer to Paragraph 68 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph.

69. In answer to Paragraph 69 of the Counterclaim, CEF denies the allegations of this Paragraph.

WHEREFORE, CEF prays that Counterclaimants take nothing by reason of the Second Cause of Action of the Counterclaim, and that judgment be entered in its favor as set forth below.

**THIRD CAUSE OF ACTION**  
**(FRAUD AS TO COUNTERDEFENDANTS**  
**FORD CREDIT, FORD, AND CAPITOL FORD)**

70. In answer to Paragraph 70 of the Counterclaim, CEF restates and incorporates by reference its answers to the allegations of Paragraphs 1 through 69, inclusive, as if fully set forth herein.

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1           71.     In answer to Paragraph 71 of the Counterclaim, CEF denies the allegations of this  
2 Paragraph.

3           72.     In answer to Paragraph 72 of the Counterclaim, CEF denies on information and  
4 belief the allegations of this Paragraph.

5           73.     In answer to Paragraph 73 of the Counterclaim, CEF denies the allegations of this  
6 Paragraph.

7           74.     In answer to Paragraph 74 of the Counterclaim, CEF denies the allegations of this  
8 Paragraph.

9           75.     In answer to Paragraph 75 of the Counterclaim, CEF denies on information and  
10 belief the allegations of this Paragraph.

11           76.     In answer to Paragraph 76 of the Counterclaim, CEF denies on information and  
12 belief the allegations of this Paragraph.

13           77.     In answer to Paragraph 77 of the Counterclaim, CEF denies the allegations of this  
14 Paragraph.

15           78.     In answer to Paragraph 78 of the Counterclaim, CEF denies the allegations of this  
16 Paragraph.

17           WHEREFORE, CEF prays that Counterclaimants take nothing by reason of the Third  
18 Cause of Action of the Counterclaim, and that judgment be entered in favor of CEF as set forth  
19 below.

20                           **FOURTH CAUSE OF ACTION**  
21                           **(INTENTIONAL INTERFERENCE WITH CONTRACTUAL**  
22                           **RELATIONS AS TO COUNTERDEFENDANTS**  
23                           **FORD AND FORD CREDIT)**

24           79.     CEF restates and incorporates by reference its answers to the allegations in  
25 Paragraphs 1 through 78, inclusive, as if fully set forth herein.

26           80.     In answer to Paragraph 80 of the Counterclaim, CEF denies the allegations of this  
27 Paragraph.

28           81.     In answer to Paragraph 81 of the Counterclaim, CEF denies the allegations of this

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Paragraph.

82. In answer to Paragraph 82 of the Counterclaim, CEF denies the allegations of this Paragraph.

83. In answer to Paragraph 83 of the Counterclaim, CEF denies the allegations of this Paragraph.

84. In answer to Paragraph 84 of the Counterclaim, CEF denies the allegations of this Paragraph.

85. In answer to Paragraph 85 of the Counterclaim, CEF denies the allegations of this Paragraph.

WHEREFORE, CEF prays that Counterclaimants take nothing by reason of the Fourth Cause of Action of the Counterclaim and that judgment be entered in CEF's favor as set forth below.

**FIFTH CAUSE OF ACTION  
(INTENTIONAL INTERFERENCE WITH PROSPECTIVE  
ECONOMIC ADVANTAGE AS TO COUNTERDEFENDANTS  
FORD AND FORD CREDIT)**

86. CEF restates and incorporates by reference its answers to the allegations of Paragraphs 1 through 85, inclusive, as if fully set forth herein.

87. In answer to Paragraph 87 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

88. In answer to Paragraph 88 of the Counterclaim, CEF lacks sufficient information or belief to either admit or deny the allegations of this Paragraph and on that basis denies them.

89. In answer to Paragraph 89 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph.

90. In answer to Paragraph 90 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph.

91. In answer to Paragraph 91 of the Counterclaim, CEF denies on information and belief the allegations of this Paragraph.

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1           92.     In answer to Paragraph 92 of the Counterclaim, CEF denies on information and  
2 belief the allegations of this Paragraph.

3           93.     In answer to Paragraph 93 of the Counterclaim, CEF denies the allegations of this  
4 Paragraph.

5           94.     In answer to Paragraph 94 of the Counterclaim, CEF denies the allegations of this  
6 Paragraph.

7           WHEREFORE, CEF prays that Counterclaimants take nothing by reason of the Fifth  
8 Cause of Action of the Counterclaim, and for judgment in CEF's favor as set forth below.

9                               **SIXTH CAUSE OF ACTION**

10                           **(VIOLATION OF 15 U.S.C. § 1222 AS TO COUNTERDEFENDANTS**

11                               **FORD, FORD CREDIT, AND CAPITOL FORD)**

12           95.     CEF restates and incorporates by reference its answers to the allegations of  
13 Paragraphs 1 through 94, inclusive, as if fully set forth herein.

14           96.     In answer to Paragraph 96 of the Counterclaim, CEF denies the allegations of this  
15 Paragraph.

16           97.     In answer to Paragraph 97 of the Counterclaim, CEF denies the allegations of this  
17 Paragraph.

18           98.     In answer to Paragraph 98 of the Counterclaim, CEF denies the allegations of this  
19 Paragraph.

20           WHEREFORE, CEF prays that Counterclaimants take nothing by reason of the Sixth  
21 Cause of Action of the Counterclaim, and that judgment be entered in CEF's favor as set forth  
22 below.

23                               **AFFIRMATIVE DEFENSES**

24           As separate and distinct affirmative defenses, CEF alleges that Counterclaimants'  
25 Counterclaim and each of the causes of action alleged therein fail to state a claim for relief  
26 against CEF, for the following reasons:

27     ///

28     ///

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**FIRST AFFIRMATIVE DEFENSE**

AS A FIRST, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that the Counterclaim fails to state facts sufficient to constitute a valid claim for relief against CEF.

**SECOND AFFIRMATIVE DEFENSE**

AS A SECOND, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that there never existed any final, binding or enforceable contract between it and Counterclaimants, or any of them.

**THIRD AFFIRMATIVE DEFENSE**

AS A THIRD, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that the Counterclaimants' claims are barred by a failure of condition precedent.

**FOURTH AFFIRMATIVE DEFENSE**

AS A FOURTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that Counterclaimants' claims are barred under the doctrine of unclean hands.

**FIFTH AFFIRMATIVE DEFENSE**

AS A FIRST, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that Counterclaimants' claims are barred under the doctrine of equitable estoppel.

**SIXTH AFFIRMATIVE DEFENSE**

AS A SIXTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that Counterclaimants' claims are barred under the doctrine of waiver.

**SEVENTH AFFIRMATIVE DEFENSE**

AS A SEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that Counterclaimants lack standing and/or capacity to either bring or maintain the Sixth Cause of Action, for an alleged violation of 15 U.S.C. § 1222.

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**EIGHTH AFFIRMATIVE DEFENSE**

AS AN EIGHTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that it at all times acted in good faith with respect to Counterclaimants.

**NINTH AFFIRMATIVE DEFENSE**

AS A NINTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that Counterclaimants have failed to mitigate their damages.

**TENTH AFFIRMATIVE DEFENSE**

AS A TENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that, to the extent that Counterclaimants have been damaged, such damage was the result of conduct of Counterclaimants or others for which CEF was not and is not legally responsible.

**ELEVENTH AFFIRMATIVE DEFENSE**

AS AN ELEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that, to the extent that Counterclaimants have been damaged, CEF is entitled to have the amount abated, apportioned or reduced to the extent that any other parties' actions caused or contributed to Counterclaimants' damage, if any there was.

**TWELFTH AFFIRMATIVE DEFENSE**

AS A TWELFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that Counterclaimants' Counterclaim, and the causes of action alleged therein, are barred by the applicable statutes of limitations.

**THIRTEENTH AFFIRMATIVE DEFENSE**

AS A THIRTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COUNTERCLAIM, CEF alleges that Counterclaimants' claims are barred by the Statute of Frauds.

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**PRAYER**

WHEREFORE, CEF prays as follows:

1. That Counterclaimants' Counterclaim, and the whole thereof, be dismissed;
2. That Counterclaimants take nothing by reason of their Counterclaim;
3. That judgment be rendered in favor of CEF;
4. That CEF be awarded its costs of suit incurred in defense of this action, including reasonable attorneys' fees; and
5. For such other and further relief as the Court deems just and proper.

**REQUEST FOR JURY TRIAL**

CEF hereby requests a jury trial.

Dated: February 15, 2008

GORDON & REES LLP

By: /s/ Jack B. McCowan, Jr.  
Jack B. McCowan, Jr.  
Brian P. Maschler  
Attorneys for Third Party Defendant,  
CAPITOL EXPRESSWAY FORD,  
INC., a Delaware corporation